

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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CECIL THOMAS AND JOHN DEAN on
behalf of themselves and all others similarly **13 CV 2789 (SIL)**
situated,

Plaintiffs,

v.

**TXX SERVICES, INC and PATRICIA
DOUGAN HUNT,**

Defendants.

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ORDER APPROVING FLSA COLLECTIVE SETTLEMENT

This matter having come before this Court on March 30, 2023 on the joint application for approval of the collective action settlement reached between the parties on the terms set forth in the Collective Action Settlement Agreement made and entered into as of March 10, 2023, DE [294] (the “Settlement Agreement”), by, between and among John Dean (the “Named Plaintiff”) on behalf of himself and the Settlement Collective (as defined in the Settlement Agreement) on the one hand, and Defendants TXX Services, Inc. (“TXX”) and Patricia Dougan Hunt (“Hunt,” together with TXX, “Defendants”) on the other hand (the “Settlement”), and having reviewed the parties’ joint submissions in support of their application, the Court finds that the Settlement Agreement’s terms are compliant with *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015), and are fair and reasonable. *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335 (S.D.N.Y. 2012) (requiring that a district court scrutinize an FLSA settlement agreement to determine that it is fair and reasonable). Accordingly:

IT IS HEREBY ORDERED, that the Court adopts and incorporates herein the terms of the Settlement Agreement and the parties must abide by and carry out the terms of the Settlement

Agreement;

IT IS HEREBY FURTHER ORDERED, that Plaintiffs' counsel are awarded \$1,166,666.66 as attorneys' fees and \$62,173.68 as reimbursement for reasonable litigation costs and expenses, to be paid out of the Settlement Fund;

IT IS HEREBY FURTHER ORDERED, that Rust Consulting is approved to perform the settlement administration duties set forth in the Settlement Agreement and is entitled to reasonable compensation and costs, as set forth in the Settlement Agreement, to be paid out of the Settlement Fund;

IT IS HEREBY FURTHER ORDERED, that notice to the Settlement Collective Members shall be in the form, content and method of distribution of the proposed Notices of Settlement Rights and Obligations to Opt-in Plaintiffs appended to the Settlement Agreement as Exhibits D and E ("Settlement Notice") and that the procedures and deadlines for Settlement Collective Members to return claim forms or to submit a request to opt out of the Settlement set forth in the Settlement Notice and the Claim Forms appended to the Settlement Agreement as Exhibits B and C are approved;

IT IS HEREBY FURTHER ORDERED, that all pending motions before the Court are terminated;

IT IS HEREBY FURTHER ORDERED, that this action is hereby dismissed with prejudice and without costs to any Party other than as provided for in the Settlement Agreement, except that the claims of any Settlement Collective Member who timely submits a request to opt out of the Settlement shall be dismissed without prejudice; and

IT IS HEREBY FURTHER ORDERED, that without affecting the finality of this Final Order and Judgment, the Court reserves continuing and exclusive jurisdiction over parties to the

Settlement Agreement to administer, supervise, construe, and enforce the Settlement Agreement in accordance with its terms for the mutual benefit of the parties.

SO ORDERED on this 30th day of March, 2023

/s/ Steven I. Locke

Hon. Steven I. Locke
United States Magistrate Judge
Central Islip, New York